

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
1st DIVISION DIVISION

FILED

2013 FEB 11 PM 3 56

LA VENIA BELL-BILLINGS

RHO PLAINIFF

VS.

CASE NO. CV- 13-143

BY

RECEIVED

NATIONWIDE LIFE INSURANCE COMPANY

DEFENDANT
FEB 15 2013

COMPLAINT

LEGAL
ARKANSAS INSURANCE DEPT

Comes now the Plaintiff, La Venia Bell-Billings, by and through her attorney, Marcus Vaden, P.A., and for her Complaint against Defendant states:

1. Plaintiff, La Venia Bell-Billings, is a resident of Faulkner County, Arkansas and the wife of Larry Billings, who died in Faulkner County, Arkansas on October 29, 2012.
2. Defendant, Nationwide Life Insurance Company is an out-of-state insurance company licensed to do business in the State of Arkansas.
3. This Court has proper jurisdiction over the parties and subject matter herein. Venue is proper with this Court.

FACTS

4. In 1988, Larry Billings (herein referred to as the Insured) contracted with Defendant for a life insurance policy. As a result of that agreement, Defendant issued a life insurance policy, Policy No. B100619150, to the insured in Faulkner County, Arkansas. That policy had a death benefit of \$250,000.00.
5. In 2008, the Insured changed the beneficiary of Policy No. B100619150 to that of his wife, La Venia Bell-Billings, making her the sole beneficiary under the policy.
6. On October 29, 2012, the Insured was killed in Faulkner County, Arkansas by an

unknown assailant. Law enforcement has investigated the case, yet no one has been criminally charged for the Insured's death.

7. Plaintiff completed a beneficiary claim form and sent it to Defendant on November 9, 2012, along with the additional documents requested by Defendant, namely a certified death certificate and a police report of the incident relating to the Insured's death.

8. On November 13, 2012, Plaintiff was appointed Administratrix of the Insured's estate and Defendant was promptly notified of the appointment.

9. On November 27, 2012, Plaintiff spoke with a representative of Defendant named Rachel who informed Plaintiff that all the documents Plaintiff had submitted had been received and that the documents were being reviewed by the legal department.

10. Subsequently, Plaintiff spoke with a representative of Defendant named Abbey who informed Plaintiff that no death benefit would be paid until the police completed their investigation of the Insured's death.

11. On November 27, 2012, Plaintiff filed a complaint against Defendant with the Arkansas Insurance Department and, on November 30, 2012, the Arkansas Insurance Department issued a request to Defendant for information and requested that the information be provided by December 21, 2012. However, Defendant has provided no information to the Arkansas Insurance Department justifying its refusal to pay the death benefit pursuant to the provisions of the Insured's policy.

BREACH OF CONTRACT

12. Plaintiff has complied with all the requests made by Defendant for information and has been cooperative with Defendant and law enforcement.

13. Despite Plaintiff's cooperation, Defendant continues to refuse to issue payment as required by Policy No. B100619150 although 105 days have passed since the Insured's death.

14. Defendant owes a duty as an insurer to the Insured and to Plaintiff, as the Insured's beneficiary. Defendant has breached its duty and its obligations pursuant to Policy No. B100619150 to pay the death benefit upon the death of the Insured.

15. Plaintiff has sustained damages because of Defendant's refusal to pay in the amount of \$250,000.00.

16. Plaintiff requests that she be awarded prejudgment and post judgment interest.

17. In addition, Plaintiff requests this Court award her damages of 12% penalty along with attorney's fees and costs pursuant to A.C.A. § 23-79-208.

18. Plaintiff requests a trial by jury.

WHEREFORE, Plaintiff prays that this Honorable Court grant her judgment against the Defendant for its breach in refusing to pay death benefits pursuant to Policy No. B100619150; that she be awarded judgment in the amount of \$250,000.00; that she be awarded prejudgment and post judgment interest; that she be awarded an additional 12% in damages as well as attorney's fees and costs pursuant to A.C.A. § 23-79-208 and that she be awarded all other just and proper relief to which she may be entitled.

Respectfully submitted,

MARCUS VADEN, P.A.
P. O. BOX 203
827 PARKWAY STREET, SUITE C
CONWAY, ARKANSAS 72033
(501) 329-8723

BY: 

Marcus Vaden (89126)

STATE OF ARKANSAS
INSURANCE DEPARTMENT
200 WEST THIRD STREET
ROCK, ARKANSAS 72201-1904



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Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904



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Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, OH 43215

